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January 21, 2021

VIA ECF & FEDEX

The Honorable Freda L. Wolfson, U.S.D.J.
Chief Judge, United States District Court
Clarkson S. Fisher Building & U.S. Courthouse
402 East State Street
Trenton, NJ 08608

Re: *Actelion Pharmaceuticals Ltd v. Laurus Labs Limited, et al.*
Civil Action No. 18-13967 (FLW)(LHG)

Dear Chief Judge Wolfson:

This firm, together with Paul Hastings LLP, represents plaintiff Actelion Pharmaceuticals Ltd (“Actelion”) in the above-captioned matter.

We are pleased to inform the Court that Actelion and Defendants Laurus Labs Limited and PharmaQ, Inc. have reached an amicable resolution of this matter. Accordingly, enclosed for Your Honor’s consideration is a Consent Judgment, which, subject to Your Honor’s approval, would dismiss this case with prejudice. If the enclosed Consent Judgment meets with the Court’s approval, we respectfully request that Your Honor sign it and have it entered on the docket.

Thank you for Your Honor’s kind attention to this matter.

Respectfully yours,



William C. Baton

Enclosure

cc: Hon. Lois H. Goodman, U.S.M.J. (via ECF)
All Counsel (via e-mail)

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

ACTELION PHARMACEUTICALS LTD,

Plaintiff,

v.

LAURUS LABS LIMITED and
PHARMAQ, INC.,

Defendants.

Civil Action No. 20-13967 (FLW)(LHG)

(Filed Electronically)

CONSENT JUDGMENT

Actelion Pharmaceuticals Ltd (hereinafter “Actelion”), Laurus Labs Limited (hereinafter “Laurus Labs”), and PharmaQ, Inc. (hereinafter “PharmaQ”) (Laurus Labs and PharmaQ collectively, “Laurus”), parties in the above-captioned action, have resolved this litigation for good cause and valuable consideration recognized by Actelion and Laurus. Now the parties, by their respective undersigned attorneys, hereby stipulate and consent to entry of judgment and an injunction in the action, as follows:

IT IS this ____ day of _____, 2021:

ORDERED, ADJUDGED AND DECREED as follows:

1. This District Court has jurisdiction over the subject matter of the above action and has personal jurisdiction over the parties.

2. As used in this Consent Judgment, (i) the term “Laurus Product” shall mean the drug product sold, offered for sale or distributed pursuant to Abbreviated New Drug Application No. 211120 (including any supplements or amendments thereto or replacements thereof) (“Laurus’s ANDA No. 211120”); (ii) the term “Licensed Patent” shall mean United States Patent Number 7,094,781; and (iii) the term “Affiliate” shall mean any entity or person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Laurus; for purposes of this definition, “control” means (a) ownership, directly or through one or more intermediaries, of (1) more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or (2) more than fifty percent (50%) of the equity interests in the case of any other type of legal entity or status as a general partner in any partnership, or (b) any other arrangement whereby an entity or person has the right to elect a majority of the Board of Directors or equivalent governing body of a corporation or other entity or the right to direct the management and policies of a corporation or other entity.

3. Laurus admits that the claims of the Licensed Patent are valid and enforceable, and that the claims of the Licensed Patent would be infringed by the commercial manufacture, use, sale, offer for sale, or importation of the Laurus Product prior to expiration of the Licensed Patent.

4. Unless otherwise specifically authorized by Actelion, Laurus, including any of its Affiliates, successors and assigns, is enjoined from infringing the Licensed Patent, on

its own part or through any Affiliate, by making, having made, using, selling, offering to sell, importing or distributing of the Laurus Product.

5. Compliance with this Consent Judgment may be enforced by Actelion and its successors in interest, or assigns, as agreed by the parties.

6. This District Court retains jurisdiction to enforce or supervise performance under this Consent Judgment.

7. All claims, counterclaims, affirmative defenses and demands in this action are hereby dismissed with prejudice and without costs, disbursements or attorneys' fees to any party.

8. Nothing herein shall prohibit or restrict Laurus from maintaining or filing Paragraph IV certifications in Laurus's ANDA No. 211120 under 21 U.S.C. § 355(j)(2)(A)(vii)(IV) (as amended or supplemented) and nothing herein shall prohibit or restrict the Food and Drug Administration from reviewing or approving Laurus's ANDA No. 211120. Each party acknowledges and agrees that the 30-month stay with respect to the approval of Laurus's ANDA No. 211120 under 21 U.S.C. § 355(j)(5)(B)(iii) is hereby terminated.

Chief Judge Freda L. Wolfson, U.S.D.J.

We hereby consent to the form and entry of this Order:

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